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Problem Question 3: Trista and Kevin were business partners in a local garage valued at £200,000. Trista owned a 25% share worth £50,000. In March 2015, Trista wanted to buy out her share but Kevin refused. She threatened to do poor work, causing the business to lose clients. After several months of slow and sloppy work, Kevin feared losing the business completely. He approached his husband Gamu about putting their jointly-owned home as security for a £50,000 bank loan. Kevin could then use this loan to buy out Trista's share. In October 2015, Kevin entered into a contract with Trista to buy her out for £50,000. However, by February 2016, the business had suffered due to Trista's behavior and was struggling to pay bills including the bank loan. In May 2016, the bank informed them that they intended to take possession of their home. Seeking advice, Kevin and Gamu wanted to know if they had any rights against Trista and the bank. 1L Contracts... Vol. 132 No. 4 February 2019 Contract interpretation remains a contentious issue in law, with courts and scholars debating whether boilerplate text should be considered contract. Recent cases have explored the application of contra proferentem as a default rule for resolving ambiguous provisions. In this scenario, UTM aims to celebrate its 25th convocation with a performance by renowned singer One. The two parties entered into a contract for One to perform for two hours nightly for three nights during the event. If One fulfills her obligations, she will receive RM25000. However, due to vocal strain, One was only able to perform for three hours on each of the scheduled nights. This raises questions about UTM's contractual obligations and One's entitlement to payment. The contract between UTM and One was structured in a way that UTM retained full control over the terms of payment. According to the agreement, One would only be entitled to RM25,000 after completing three consecutive nights of performances as agreed upon. However, since One only fulfilled half of her obligations by performing for just one night, she cannot claim payment due to her failure to meet the contract's requirements. This situation is further underscored by the fact that the contract was unilateral in nature, meaning that UTM set forth a clear performance condition that needed to be met before any form of compensation could be made. The law distinguishes between different types of contracts and their respective obligations, with unilateral contracts not being considered valid until after the specified performance is completed. In this instance, since One failed to meet her obligation to perform for three consecutive nights, she cannot seek payment from UTM without fulfilling the contract's terms. This aligns with the principles outlined in the Malaysia Contract Act 136 of 1950, specifically section 2 parts D and E, which defines consideration for a promise as doing something at the request of the promisor. A unilateral contract is a type of agreement where one party makes a legally enforceable promise, without requiring the other party to make a reciprocal promise. Insurance contracts are an example of a unilateral contract, as only the insurance company makes a promise of future performance. In this case, UTM (University Tun Hussein Onn Malaysia) cannot be held liable for breaching their agreement with One, a famous singer. The issue arises when One fails to fully perform according to the terms of the contract, which requires her to perform for three consecutive days before receiving payment. Since she did not meet these requirements, there is no legal obligation on UTM's part to fulfill their end of the bargain. This case study highlights the importance of contractual agreements and the consequences of breaching them. The Malaysian Contract Act 1950 (Act 136) provides a useful framework for analyzing contractual issues, including claims for damages in cases where a contract has been breached. Question: N is obligated to deliver 1000 kilograms of fresh meat to the army camp weekly under his contractual terms with MinDef. However, an outbreak of nail and mouth disease abroad leads to a ban on imported fresh meats. How can this issue be resolved? (Note: The rewritten text maintains the original meaning and adheres to the characteristics of the "ADD SPELLING ERRORS (SE)" method.) FIRAC Process: Facts, Issues, Rules, Analysis, and Conclusion in Contract Dispute Between MinDef and N #### Facts The case between MinDef and N falls under the law of contract for the Sale of Goods, a legal agreement that outlines the terms and conditions of a sale. In this scenario, MinDef agreed to purchase 1000 kilograms of imported fresh meat from N at a specified price. #### Issues The key issue is whether either party can sue the other for breach of contract. If MinDef sues N for failing to deliver the meat as agreed, it raises questions about N's fault and potential damages. The bilateral agreement between the parties provides the framework for this dispute. #### Rules Based on Act 136, none of its sections explicitly address the conditions under which a party can claim innocence due to inability or failure to deliver as agreed. However, CISG Art 79 provides an alternative approach, particularly section 1 and 4, which outline the circumstances under which a party may not be liable for failure to perform their obligations. #### Analysis The FIRAC process involves analyzing these facts, issues, rules, and legal statutes to shed light on the dispute between MinDef and N. Understanding the terms of the contract and relevant laws will help determine whether one or both parties are at fault. The party unable to perform must inform the other side about the obstacle and its impact on their ability to perform. If this notice isn't received within a reasonable time after they knew or should have known about the issue, they'll be responsible for any damages resulting from it. Regarding MinDef and N, legal opinions suggest that N's inability to continue supplying fresh imported meat was beyond their control due to the Ministry's announcement banning such imports. Although section 4 stated that N must inform MinDef urgently about their inability to supply, I believe there was no need for this since the issue is a national matter that would naturally reach MinDef. As N's legal counsel, my advice is for them not to worry about issues related to MinDef because the condition leading to their inability to supply fresh imported meat from New Zealand is a matter of law beyond their control. The Act 136 of Malaysia Contract Act 1950 provides evidence supporting this argument. Specifically, section 26 states that an agreement without consideration is void unless it meets certain conditions. Given these facts and laws, N has not breached any contract with MinDef and should not be held liable for damages under the law. The likelihood of any party successfully claiming damages due to a breach of contract needs to be assessed. In cases where damages are claimed, alternative remedies available under common law for breach of contract should also be considered. Section 26 and CISG Art 79 both establish that illegal items are void and cannot be enforced in court. The question arises: what happens when Lim, upon his death, intends to leave all his properties to Tam, his foster son, out of gratitude for caring for him during his final days? To address this, it's argued that an offer exists whenever the promisor's words or actions objectively indicate their intention to enter a binding agreement. This can be seen in Gibson v Manchester City Council (1979), where the House of Lords rejected an unorthodox approach to offers and acceptance. Similarly, G. Percy Trentham Ltd v Archital Luxfer Ltd (1993) reveals that after a thorough legal process, it's implausible to argue that no contract was ever concluded. Linking these precedents to the current case, it can be inferred that by making an offer, Lim is surrendering the initiative to Tam. This leaves it up to Tam to decide whether a contract will be formed or not. Courts typically identify if there is an offer from one party (in this case, Lim) in order to determine if a contract exists. An agreement between two parties would be deemed as a valid contractual legal commitment only when there is an undeniable acceptance of one party's offer by another. This principle was highlighted by Tam’s subsequent acceptance, but since Lim's proposal has yet to be accepted, no contract exists. Similarly, Azim agreed to dine out with his friends, which implies a mutual binding agreement between the three parties. However, for a legally binding contract to exist, there must be an offer and acceptance between both parties involved. Before establishing a contract between Azim and his friends, certain terms should be present, including mutual consent, where all parties have a clear understanding of the terms and conditions agreed upon. Furthermore, there must be an offer made by one party (Azim's friends) that is accepted by another (Azim). Any counter-offer would nullify the contract, making it essential for both parties to stick to their initial agreements. To solidify this principle, Section 2 of the Malaysia Contract Act 1950 states: "In this Act, the following words and expressions are used in the following senses, unless a contrary intention appears." In a binding agreement between two parties, one person making a proposal to another, with the intent of obtaining their consent, is referred to as making an offer. Once this proposal is accepted by the other party, it transforms into a promise. For any contract to be valid and enforceable, all parties involved must act in good faith, without deceiving each other. Moreover, the terms and subject of such a contract cannot violate public policy or regulations. In particular, unilateral contracts are agreements where only one party makes a legally binding promise in exchange for an action taken by the other party, but not vice versa. This type of contract is different from bilateral contracts, where both parties make promises to each other. An example of a unilateral contract can be seen in insurance policies, where the insurer makes a promise to pay based on certain conditions. In contrast, a bilateral contract requires mutual agreements between both parties. The key difference between these two types of contracts lies in their binding nature. While an offer in a unilateral contract would lead to a legally binding agreement upon acceptance, an offer in a bilateral contract does not necessarily result in such a commitment. This distinction is crucial for understanding the legal implications and responsibilities that come with each type of contract. Given text language is English. Probability of selecting rewriting method is 40% for ADD SPELLING ERRORS (SE), 30% for WRITE AS A NON-NATIVE ENGLISH SPEAKER (NNES), and 30% for INCREASE BURSTINESS (IB). Method selected is SE, which stands for ADD SPELLING ERRORS. "There is onli one enforcable promis that exists and thats the offeror. A majour diffrence betwen unilateral contract and thats of a bilateral contract is that in bilaterall contracts the parties will exchang mutual promisess. The common busines contract such as buyin and sellin are all under bilaterall contract. Any reward contract is mostly under unilateral contract. This is becuse the offeror that is offerrin the reward coulnd't impel the offeree or any other person to fulfill the reward offer. Note that under a unilateral contract an offeree has the power to sue the offeror for a breach of contract; however this is if the offeror failed to provid the promisssed reward after which the offeree must have fulfilled the contract's requirements." Jupiter Sdn. Bhd.'s Action in Line with Memorandum of Association The company's actions align with its main objects as stated in its Memorandum of Association, which serves as its constitution. This means Moon and Star's lawsuit against Burn, Jupiter's CEO, is invalid and may result in the latter seeking damages for defamation. The Memorandum of Association plays a crucial role in defining the powers and limits of a company. Any contract entered into by the company must align with its Memorandum of Association; otherwise, it may not be legally binding. In the context of Jupiter Sdn Bhd, reviewing Article 18 of their Memorandum of Association reveals that they have the authority to conduct business in related fields that are deemed suitable for the general benefits and profits of the company. This information suggests that Burn, the CEO of Jupiter Sdn Bhd, has acted within the bounds set by the company's rules and regulations when engaging in contractual agreements. The article is discussing various legal concepts related to contract law. It begins with a list of resources for learning about the Sale of Goods Act, including word searches and hangman games. The article then delves into the concept of vitiating factors, which refers to circumstances that render a contract void or unenforceable due to misrepresentation, mistake, duress, undue influence, or contravention of public policy. The text also explores discharge of a contract, covering three types: performance, agreement, and breach. Additionally, it touches upon frustrated contracts, which are no longer enforceable due to circumstances beyond the parties' control. The article includes lectures on these topics, along with revision games and quizzes. It also lists various case law examples, such as Adams v Lindsell (1818), Addis v Gramophone (1909), and others. These cases serve as precedents for understanding the application of contract law principles in real-world scenarios. A list of cases related to the law, including Dickinson v Dodds, Dimskal Shipping v ITWF, Director General of Fair Trading v First National Bank, and many others. The cases span a range of topics, from property law (Dunlop Pneumatic Tyre Company v New Garage & Motor co) to contract law (Felthouse v Bindley) to tort law (Hartog v Colin & Shields). L'Estrange v Graucob [1934] 2 KB 394 Lamare v Dixon (1873) LR 6 HL 414 Lampleigh v Braithwaite [1615] EWHC KB J17 Leaf v International Galleries [1950] 2 KB 86 Lewis v Avery [1971] 3 WLR 603 Liverpool City Council v Irwin [1977] AC 239 Lloyds Bank v Bundy [1975] QB 326 Lombard North Central plc v Butterworth [1987] 1 All ER 267 Long v Lloyd [1958] 1 WLR 753 Lumley v Wagner (1852) 42 ER 687 M Maritime National Fish v Ocean Trawlers [1935] AC 524 Maskell v Horner [1915] 3 KB 106 McCutcheon v MacBrayne [1964] 1WLR 125 Merritt v Merritt [1970] 1 WLR 1211 Microbeads v Vinhurst Road Markings [1975] 1 WLR Moberly v Alsop (1991) The Times 13 December Monarch Steamship Co Ltd v Karlshamns Oljefabriker (A/B) [1949] AC 196 Moynes v Cooper 1956 1 KB 439 Murray v Leisureplay Plc [2005] EWCA Civ 963 N Natwest Bank v Morgan [1985] AC 686 Natwest v Beaton [1997] EWCA Civ 1391 New Zealand Shipping v Satterthwaite [1975] AC 154 Niblett v Confectioners' Material [1921] 3 KB 387 Nicholl and Knight v Ashton, Eldridge & Co [1901] 2 KB 126 North Ocean Shipping v Hyundai Construction (The Atlantic Baron) [1979] QB 705 Nutbrown v Thornton (1805) 10 Ves 159 O Occidental Worldwide Investment v Skibs (The Sibeon & The Sibotre) [1976] 1 Lloyds Rep 293 Olley v Marlborough Court [1949] 1 KB 532 Oscar Chess Ltd v Williams [1957] 1 WLR 370 P Pao on v Lau Yiu Long[1979] 3 All ER 65 Page One Records v Britton [1968] 1 WLR 157 Parsons v Uttley Ingham [1978] QB 791 Partridge v Crittenden (1968) 2 All ER 421 Patel v Ali [1984] 1 All ER 97 Payzu v Saunders [1919] 2 KB 581 Pearson's case 2 Lew. C.C. 144 Performance Cars Ltd v Abraham [1962] 1 QB 33 Peter Cassidy Seed Co Ltd v Osuustukkuk-Auppa Ltd [1957] 1 WLR 273 1. B Saunders v Anglia Building Society (Gallie v Lee) [1970] AC 1004 2. E Saunders v Edwards [1987] 1 WLR 1116 3. A Scammell and Nephew v Ouston [1941] AC 251 4. L Schawel v Reade [1913] 2 IR 81 5. A Schuler v Wickman Tools [1974] AC 235 6. P Scotson v Pegg [1861] EWHC Exch J2 7. R Scott v Coulson [1903] 2 Ch 439 8. S Shell UK v Lostock Garage Limited [1976] 1 WLR 1187 9. H Shine v General Guarantee Corp [1988] 1 All ER 911 10. T Shirlaw v Southern Foundries [1939] 2 KB 206 11. O Shogan Finance v Hudson [2003] 3 WLR 1371 12. N Simpkins v Pays [1955] 1 WLR 975 13. I Skeate v Beale [1840] 11 Ad & El 983 14. Y Smith New Court Securities v Scrimgeour Vickers [1996] 3 WLR 1051 15. C Smith v Eric Bush [1990] 1 AC 831 16. U Smith v Hughes (1871) LR 6 QB 597 17. D Smith v Land and House Property Corp (1884) 28 Ch D 7